BILL NO. S-86-11-3/

SPECIAL ORDINANCE NO. S-204-86

AN ORDINANCE approving Water Contract No. 86-06 - Kirkwood Park, Phase II, between Scheidleman Excavating, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Water Contract No. 86-06 - Kirkwood Park, Phase II, by and between Scheidleman Excavating, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 3,125+L.F. of 6" CL. 50 Ductile Iron Water Main pipe as follows: On Springfield Avenue from Crescent Avenue to Rolston Street. On Kirkland Avenue from Springfield Avenue to Kirkwood Drive. On Merivale Street, from Springfield Avenue to Rolston, all located in Kirkwood Park Addition;

the Contract price is Sixty-Eight Thousand Two Hundred Seventeen and 50/100 Dollars (\$68,217.50), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM AND LEGALITY

(MA)

Bruce O. Boxberger, City Attorney

Read Spelm	st bime in Duli	on motion by	Burn	
by title and referred		nd duly adopted,		
Plan Commission for reduce legal notice, at the Indiana, on	acommendation) a-	nd Dishlandukawa		
Indiana, on	, the 19	, at		day of
DATE:	11-25-86		0,61003	M.,E.
DAID.	1	SANDRA E. KE	1. 11	CLERK
Read the this	d time in full a	and on motion by	Bus	
seconded by	(LOST) by the fol	, and duly ad	opted, place	ed on its
AYES	NAYS	ABSTAINED	ABSENT	ro-Wit:
TOTAL VOTES 8)	TO-MIT:
BRADBURY C				
BURNS			-	
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10			f. Lenn	edy
DATE: /2-9	-86	SANDRA E. KEN		
Passed and ad	opted by the Com			
Wayne, Indiana, as (AN				Fort
(SPECIAL) (ZONING MA		(RESOLUTION) NO	ENERAL	151
on the 9th	day of	December		
7 Emercina	day or		, 1	9_6,
Sandra F. Len	nedy.	(SEAL)		
		Samuel	1 Tale	ries
SANDRA E. KENNEDY, CIT		PRESIDING OFF	ICER	
Presented by I	me to the Mayor	of the City of F	ort Wayne,	Indiana,
on the 10th				986
at the hour of	o'c]	lock .M	.,E.S.T	
		Sandra	J. Lenn	edy
		SANDRA E. KEN	NEDY, CITY	CLERK
Approved and s	signed by me this	a // day of	December	
19 <u>86</u> , at the hour	of 10 2	o'clock	A .M., E.S.	т.
			1.	
		WIN MOSES, JR	, MAYOR	

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: KIRKWOOD PARK, PHASE II _____ CONTRACT#: 86-06

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X	S2-3	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
X		Plans and Specifications
X		Drawings
X	\$4	NOTES 1 and 2
X	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

x	Anti-Apartheid Ordinance
X	Non-Collusion Affidavit
x	Bidder's Bond
x	Performance Bond
	State Board of Accounts Form 96A
x	Certificate in Lieu of Form 96A
x	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	CERTIFICATION OF BIDDER/VENDOR (ANTI-APARTHEID ORD.)
x	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause	10 Calendar Days	20 Cale	ndar Days 30 Calend	ar Days Other
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

BID SUBMITTED	ACCEPTANCE OF BID/AWARD OF CONTR
Scheidleman Excavating the.	CITY OF FORT WAYNE
CONTRACTOR	BOARD OF PUBLIC WORKS AND SAFETY
BY: X AMMANIMA	2
ITS: John D. Scheidleman, President	Osetu R ENER
OFFER 10/29/86 .	OD. Consols
BIDDER AGREES TO KEEP BID OPEN FOR	CITY OF FORT WAYNE
ACCEPTANCE FOR (90 days	MAYOR
unless otherwise specified)	- Inthall
COMPLIANCE: Statum & 1986	AWARD DATE: 1/-5-8(
O.C. 6/86	

B.O.W. NON-FEDERAL AWARD WILL BE MADE ON THIS FORM

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: KIRKWOOD PARK, PHASE II CONTRACT#: 86-06

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	S1	Schedule
X	S2-3	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
X		Plans and Specifications
x		Drawings
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Discount for prompt payment (See General Provisions Clause		20 Cale	endar Days 30 Calend	ar Days Other
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

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Scheidleman Excavating the.	CITY OF FORT WAYNE
CONTRACTOR	BOARD OF PUBLIC WORKS AND SAFE
BY: X MANAGEMENT	3
ITS: John D. Scheidleman, President	osetu R SMOR
OFFER 10/29/86 .	O.D. Consols
BIDDER AGREES TO KEEP BID OPEN FOR	CITY OF BORT WAYNE
ACCEPTANCE FOR(90 days	MAYOR (
unless otherwise specified)	Into all
COMPLIANCE: 5/2011/86	AWARD DATE:

B.O.W. NON-FEDERAL AWARD WILL BE MADE ON THIS FORM

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	Specify the per in the MBE/WBE cable provision	firm %.	rity/women ownership (cross out inappli-
	The undersigned commas a subcontract to cipation. The MBE tractors are the fol	minority busines firms which are	s enternrice narti-
	Name of Firm	Address	Type of Work
	1. Fowlkes Trucking 2. 3.	g Fort Wayne	Trucking & Stone
a	The undersigned comes a subcontract to we ion. The WBE firms we re the following:	omen business en	terprise participa-
	Name of Firm	Address	Dime of House
		Add. ess	Type of Work
	1. Statewide Truck 2. 3.		Trucking & Stone
E. 0	2.	ing Fort Wayne (2) below if pa	Trucking & Stone
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C B 14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

- A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.
- B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1.	My	Company	and	its	subcontract	ors can:	not	neet
the	17%	minimum	hor	irly	utilization	figure	for	the
		g reasons						

2. My Company has taken the following to comply with the 17% hourly utilization	steps in an attempt n figure:
(attach additional sheets if necessar	у)
Contractor Scheidleman Excavating, In	c.
By John D. Scheidleman	
Its President	

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19___, commencing at ____ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK: PHASE II)

All work will be performed in accordance with: RESERVENCE # 86-06, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 68.217.50 . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85 B.O.W. Non-Fed

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES
WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	3,125± L.F.	CL. #50 DUCTILE IRON WATER MAIN	13.08	40,875.00
2.	4 EA.	6" VALVE W/BOX	310.00	1,240.00
3.	3 EA.	6" x 6" M.J. TEES (RESTRAINED)	125.00	375.00
4.	1 EA.	6" x 90° ELL (RESTRAINED)	85.00	85.00
5.	1 EA.	6" x 22½° ELL (RESTRAINED)	80.00	80.00
6.	1 EA.	6" x 11% ELL (RESTRAINED)	80.00	80.00
7.	5 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1340.00	6,700.00
8.	3 EA.	6" LONG PATTERN SOLID SLEEVE	235.00	705.00
9.	175± L.F.	CONCRETE STREET RESTORATION	28.75	5,031.25
10.	550± L.F.	CONCRETE DRIVE RESTORATION	13.80	7,590.00
11.	25± L.F.	ASPHALT DRIVE RESTORATION	17.25	431.25
12.	2,500± L.F.	GRASS AREA RESTORATION	2.01	5,025.00
•				
		TOTAL		68,217.50 Ja

	erstood that the right is reserved by ids and to waive any defect in any bid.
IN WITNESS WHEREOF, the bidder (a hereunto set hand(s) and seal thi	firm) by its owner(s) named below, s day of, 19
	FIRM NAME
	BY:
IN TESTIMONEY WHEREOF, the bidder signed by its President and Secretary of October, 15	
	Scheidleman Excavating, Inc. NAME OF CORPORATION EY: PRESIDENT John D. Scheidleman
ATTEST:	
M. Cawl acer	<u>0</u>

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SEC. SEC.

HOTE 1:	
Use this f	form, if Cashier's or Certified Check accompanies bid:
Enclosed,	herewith, find Cashier's or Certified Check for \$
being	I of the maximum bid berein, made payable to:
	THE CITY OF FORT WAYNE, INDIANA
the procee	eds, of which, are to remain the absolute property of said City, if
	BIDDER
enter int	within days after Notice of Acceptance of the within bid, to a written contract, and secure said contract by a bond, for the full the contract to the approval of the proper officials of said City.
NOTE 2:	form, if Bidder's Bond accompanies bids.
of maximum	berevith, find a Bidder's Bond in an amount equal to ten (10%) per cent m bid berein, subject to the approval of the Board of Public Works and onditioned as follows:
Th	at if the Board of Public Works and Safety shall award
	Scheidleman Excavating, Inc.
tb	e contract for said work, and if Scheidleman Excavating, Inc.
re	call enter into a contract and furnish a 100% Performance Bond as equired within ten (10) days from the date, be/sbe/it is notified the acceptance of his/ber/its bid, then the obligation of said and shall be null and void, otherwise, to remain in full force and

NON-COLLUSION	VILINATI
the Bidder, by its Officers and	
,	
agents or representatives present at the time sworn on their oaths, say that neither they directly or indirectly, entered into any arbidder, or with any public officer of such such affiant or affiants or either of them bidder or public officer any sum of money, bidder or public officer anything of value or either of them has not directly or indirective or agreement with any other bidder or bidder destroy free competition in the letting of attached bids, that no inducement of any for appears upon the face of the bid will be sto any person, whomsoever to influence the of the contract, nor has this bidder any as whatsoever, with any person whomsoever to person in any way or manner, any of the pre-	rrangement or agreement with any other City of Fort Wayne, Indiana, whereby, has paid or is to pay to such other or has given or is to give such whatever, or such affiant or affiants rectly, entered into any arrangement ers, which tends to or does lessen or the contract sought for by the orm or character other than that which uggested, offered, paid or delivered acceptance of the said bid or awarding greement or understanding of any kind pay, deliver to, or share with any other
	Scheidleman, Excavating, Inc.
	Ву:
	while hellet
	John D. Scheidteman, President
Subscribed and sporn to before me by this 29th day of October Hy Commission Expires:	John D. Scheidleman - , 1986 M. Carol Cicero NOTARY PUBLIC Resident of Allen County, IN.
	• •
Subscribed and sworn to before me by	
thisday of	
Hy Commission Expires:	
	NOTARY PUBLIC
	Resident of County, IN
Subscribed and sworn to before me by	
this day of	
Hy Commission expires:	
	NOTARY PUBLIC

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

Position EREBY CERTIFY: . That the Financial Statement of said Company September , 19 85 , now on of Public Works of the City of Fort Wayne is by reference incorporated herein and macorrect statement and accurately reflects Company, as of the date hereof; . That I am familiar with the books of said condition and am authorized to make this (MATED: 10/29/86	Indiana, which Pinancial Statements and a part hereof, is a true and the financial condition of said
That the Financial Statement of said Companies September , 19 85 , now or of Public Works of the City of Fort Wayne is by reference incorporated herein and macorrect statement and accurately reflects Company, as of the date hereof; That I am familiar with the books of said condition and am authorized to make this condition and an authorized to make this condition.	any, dated the 30th day of a file in the office of the Board Indiana, which Pinancial Statements are a part hereof, is a true and the financial condition of said Company, showing its financial
September , 19 85 , now or of Public Works of the City of Fort Wayne is by reference incorporated herein and macorrect statement and accurately reflects Company, as of the date hereof; That I am familiar with the books of said condition and am authorized to make this (Condition and am authorized to make this (Condition and Condition Condition and Condition Conditio	Indiana, which Pinancial Statements and a part hereof, is a true and the financial condition of said
September , 19 85 , now on of Public Works of the City of Fort Wayne is by reference incorporated herein and macorrect statement and accurately reflects Company, as of the date hereof; That I am familiar with the books of said condition and am authorized to make this condition and am authorized to make this condition.	Indiana, which Financial Statements and a part hereof, is a true and the financial condition of said Company, showing its financial
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Company, as of the date hereof; That I am familiar with the books of said condition and am authorized to make this (the financial condition of said Company, showing its financial
Company, as of the date hereof; That I am familiar with the books of said condition and am authorized to make this (ATED: 10/29/86	Company, showing its financial
condition and am authorized to make this (
condition and am authorized to make this (
AIED: 10/29/86	Certificate on its behalf.
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Ti	14 Manually
	gnature John D. Scheidleman,
	President
UBSCRIEED AND SWORK to before me, a Notary Pub	tle
UBSCRIEED AND SWORN to before me, a Notary Pul	
	· ·
tate, this 29th day of October	
	M. Cawlliew
NO	TARY PUBLIC M. Carol Cicero
	Resident of Allen County,
ty Commission Expires:	

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CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Scheidleman Excavating, Inc.
, does hereby make the following representations
to the City of Fort Wayne, Indiana.
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;
WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.
The undersigned states, on behalf of Scheidleman
Excavating, Inc. , that Scheidleman Excavating, Inc.
Excavating, Inc. , that Scheidleman Excavating, Inc.
Excavating, Inc. , that Scheidleman Excavating, Inc. does not support or endorse the policy of apartheid in South Africa.
Excavating, Inc. , that Scheidleman Excavating, Inc. does not support or endorse the policy of apartheid in South Africa. IN WITNESS WEEREOF, this Certification has been signed
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Excavating, Inc. , that Scheidleman Excavating, Inc. does not support or endorse the policy of apartheid in South Africa. IN WITNESS WHEREOF, this Certification has been signed this 29th day of October , 19 86. Scheidleman Excavating, Inc. (Name of Bidder/Vendor)
Excavating, Inc. , that Scheidleman Excavating, Inc. does not support or endorse the policy of apartheid in South Africa. IN WITNESS WHEREOF, this Certification has been signed this 29th day of October , 15 86. Scheidleman Excavating, Inc.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:	October	29 ,19	36	Scheidleman Excavating, Inc.
				(Name of Bidder)
			Ву:	John D. Scheidleman
			Title	: President
Official	Address	(including 2	ZIP code)	. 6117 Stoney Creek Drive
				Fort Wayne, Indiana 46825

It is the policy of Scheidleman Excavating, Inc. that equal (Company) employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

In support of this policy Scheidleman Excavating, Incwill not (Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The Scheidleman Excavating, Inc. will take affirmative action (Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Scheidleman Excavating, Inc.

(Name of Company)

(Signature of Company Official)
John D. Scheidleman, President

1-/29/86

(Date)

Proposal Bond



		,	
KNOW ALL MEN BY THESE PI	RESENTS,	Bond no.	TPI611060-81 GPA1535
That we Scheidleman	Excavating, Inc.		
6117 Stoney	Creek Drive, Ft. V	Wayne, IN 46825	
as Principal, and the Transam	erica Premier Insurance Comp	any, a corporation under t	he laws of the State of California, as
Surety, are held and firmly boun	dunto City of Fort V	Vayne, IN	
Fort Wayne, Indian	a		(hereinafter called the obligee)
	en percent of accompoid not to exceed \$		administrators, executors or successors,
		we blild outselves, out liens, a	adiministrators, executors or successors,
jointly and severally, firmly by t	hese presents.		
WHEREAS, the said PRIN	CIPAL has submitted the accompa	anying bid for <u>Kirkwood</u>	Park-phase II 86-06
NOW, THEREFORE, if sa	id contract be awarded to the Pr	incipal and the Principal shall	, within such time as may be specified,
enter into the contract in writin	g and give hand with surety and	entable to the Oblinee for th	e faithful performance of the said con-
tract, then this obligation shall	be void; otherwise to remain in f	ull force and effect, Provided	, however, that if said contract is not
awarded within 60 days of the da	ate of bid opening, this bond shall	be void and of no force and a	ffect.
Signed and Sealed this	twenty-ninth	day of	ctober , 1986.
0.5		·	2 2 -3
		Scheidleman E	xcavating. Inc.
		By:	Malla /X
		John B. Sche	idleman, President
		Transamerica F	Premier Insurance Company
		By Mary	A Marketill
		Mark D. Su	Attorney in-fact
		mark D. Su	nus cranu



GPA 1535

Rower of Attorney valid only if numbered in red.

General Power of Attorney

MARK D. SUNDSTRAND	
of Kalamazoo	10
and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, p	nd State of <u>Michigan</u> its true place and stead, to execute, acknowledge and delive
CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM P	PENALTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00 ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00	1
"THIS POWER OF ATTORNEY SHALL TERMINATE OF NO FURTHER EFFECT AFTER DECEMBER 31	
and to bind the Company thereby as fully and to the same extent as if such bonds were signed Company and duly attested by its Secretary, hereby ratifying and confirming all that the suppointment is made under and by authority of the following resolution adopted by the Boar Company, at a meeting held on the 12th day of June, 1984.	aid Attorney(s)-in-Fact may do in the premises. Said
Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secre authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and ollowing provisions:	etary shall be and is hereby vested with full power and d act for and on behalf of the Company subject to the
Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indubligatory undertakings and any and all notices and documents canceling or terminating the Cooperated by any such Attorney-in-Fact shall be binding upon the Company as if signed by the Secretary."	demnity, consents of surety and other conditional opportunity, sometiments of surety and any such instruments
Nitness Whereof, Transamerica Premier Insurance Company has caused these presents	to be signed by itsPresident
August , A.D., 19 85 OREMIER INSULA	to be hereto affixed this 20th day o
TRANSAMEDIC	CA PREMIER INSURANCE COMPANY
August , A.D., 19 85 and its corporate seal TRANSAMERIC	CA PREVIEW INCOMMENTE CONTRAINT
INCORPORATED By	Jok M / Mapy
INCORPORATED JULY 1, 1941	
State of California	
County of Orange	
CALIFORNIA	
On this 20th day of August Joan M. Wynn	in the year 1985, before mo
Jack M. Trapp	, a notary public, personally appeared , personally known to me to be the person who
executed the within instrument as President	on behalf of the corporation therein named and
cknowledged to me that the corporation executed it)
JOAN M. WYNN NOTARY PURLIC - CALIFORNIA PRINCIPAL OFFICE IN ORANGE COUNTY	toak A Welke
the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the Original Power of Attorney issued by said Company, and do hereby further certify that it	ne above and foregoing is a full, true and correct copy o
And I do hereby further certify that the Certification of this Power of Attorney is signed and ollowing resolution adopted by the Board of Directors of the Transamerica Premier Insurance of June, 1984, and that said resolution has not been amended or repealed:	
'Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, a acsimile to any certificate to a Power of Attorney of this Corporation, and that such printed fupon this Corporation."	
	day ofOctober
GIVEN under my hand and the seal of said Company, this twenty-ninth	uay ur
GIVEN under my hand and the seal of said Company, this twenty-ninth	udy 01

ATTACHED TO BOND NO. TPI611060-81

Secretary

8-84

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			7500±1.F.	75tlF.	550°LF	175tLF.	SEA.	SEA.	ED.	IEA.	le4.	3E4.	4 EA.	3175tl.F.	QUANTITY	COMPLETION	E.O. STATE	FINANCIAL	NON - COLLUSION	BIDDER'S	CONTRACTOR
TOTAL BID			GRASS AREA RESTORATION	ASPHALT DRIVE RESTORATION	CONCRETE DOINE RESTORATION	CONCRETE STEET LESTOPATION	G" LONG PATTERN SOLID SLEEVES	TYPE TIL F.H. & ASSEMBLIES	C" X 111/4° ELL (CRESTEAINED)	C" x 721/2° ELL (RESTRAINED)	(6" × 90° ELL (RESTRAINED)	C"XC" M.J. TEES (RESTRAINED)	Co Walves W/Boxes	CL SO DI WATER MAIN	DESCRIPTION	TIME	H	STATE	SION AFFIDAVIT	BOND	R EN
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D.			201	17.25	13.80	28.75	235	1340.	80	80	005	125.	310.	13.08	C. P.		YES	YES	Yes	Scheidleman	-
68,217.50			,5505	43125	75%.	5031.75	705.	6,700.	80	80.	00	375	1200.	40.875.	EXTENSION					man txcv.	- 11
A			1.75	- 02	00	-21	165	1950	175-	175	150	735	405	17	U.P.			THE STATE OF THE S	× ×		
7.50.			4375	500	1100-	-012	495.	9750-	175 -	175-		705 -	1620.	53175,	EXTENSION			0	FI	lomco Const.	2
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87484.50			3750 -	550-	-00121	1900-	300 -	6175	100-	100-	100	441	1156-	57812.50	EXTENSION					of Inc.	,
4			0.91	14.68	15.79	17.75	9/25	1615-	9/25	9/25	25%	157.50	48250	7021	C. P			765	YTA	John	-
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1 ×		The MBE/WBE firm vision) shall haployees) % project.	ave & na	rticination /
		Specify the percent in the MBE/WBE fit cable provision)	tage of minorit	y/women ownership ross out inappli-
	c.	The undersigned commits as a subcontract to mincipation. The MBE first tractors are the follow	ority business is which are pr	enternrice marti
		Name of Firm	Address	Type of Work
		 Fowlkes Trucking 3. 	Fort Wayne	Trucking & Stone
	D.	The undersigned commits as a subcontract to womention. The WBE firms which are the following:	n business ente	mrice narticina-
		Name of Firm	Address	Type of Work
		 Statewide Trucking 3. 	Fort Wayne	Trucking & Stone
	E.	Complete (1) and (2) of 7% MBE and 2% WBE have	below if part not been met.	ticipation goals
		l. My Company of goals for the	cannot meet the following	ne participation reasons:
		2. We have take attempt to c goals:	omply with the	ing steps in an ese participation
		(attach addit:	ional sheets as	necessary)
	Con	scheidleman Excavati		
	Ву	Whilleff &	ву	
	Its	Ohn D. Scheidleman President	Its	
	2/8			
.0.	W. N	Non-Fed		•

OB

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

- A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.
- B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its the 17% minimum hourly following reasons:	subcontractors cannot meet utilization figure for the

2. to	My Company has taken the following steps in an attempt comply with the 17% hourly utilization figure:
	The state of the s
	(attach additional sheets if necessary)
	Contractor Scheidleman Excavating, Inc.
	By John D. Scheidleman
	Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19___, commencing at _____ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK: PHASE II)

All work will be performed in accordance with: RESPONDENCE # 86-06, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 68.217.50 . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85 B.O.W. Non-Fed

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

SCHEDULE OF UNIT PRICES

WATER CONTRACT NO. 86-06 (KIRKWOOD PARK, PHASE II)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	3,125± L.F.	CL. #50 DUCTILE IRON WATER MAIN	13.08	40,875.00
2.	4 EA.	6" VALVE W/BOX	310.00	1,240.00
3.	3 EA.	6" x 6" M.J. TEES (RESTRAINED)	125.00	375.00
4.	1 EA.	6" x 90° ELL (RESTRAINED)	85.00	85.00
5.	1 EA.	6" x 22½° ELL (RESTRAINED)	80.00	80.00
6.	1 EA.	6" x 11% ell (restrained)	80.00	80.00
7.	5 EA.	TYPE III FIRE HYDRANT ASSEMBLY	1340.00	6,700.00
8.	3 EA.	6" LONG PATTERN SOLID SLEEVE	235.00	705.00
9.	175± L.F.	CONCRETE STREET RESTORATION	28.75	5,031.25
10.	550± L.F.	CONCRETE DRIVE RESTORATION	13.80	7,590.00
11.	25± L.F.	ASPHALT DRIVE RESTORATION	17.25	431.25
12.	2,500± L.F.	GRASS AREA RESTORATION	2.01	5,025.00
		TOTAL		68,217.50 a

	and all bids and to waive any defect in any bid.
N WITNESS WHEREOF, the be ereunto set hand(s) and	seal this day of, 19
	FIRM NAME
	BY:
signed by its President a	ne bidder (a corporation) has caused this proposal to and Secretary and affixed its corporate seal this2
signed by its President a	and Secretary and affixed its corporate seal this 2
signed by its President a	and Secretary and affixed its corporate seal this 2
signed by its President a	Scheidleman Excavating, Inc.
signed by its President a	Scheidleman Excavating, Inc. NAME OF CORPORATION ET:
IN TESTIMONEY WHEREOF, the signed by its President and any of October ATTEST:	Scheidleman Excavating, Inc. NAME OF CORPORATION ET:
day of October ATTEST:	Scheidleman Excavating, Inc. NAME OF CORPORATION ET:

NOTE 1:
Use this form, if Cashier's or Certified Check accompanies bid:
Enclosed, herewith, find Cashier's or Certified Check for \$
being I of the maximum bid berein, made payable to:
THE CITY OF FORT WAYNE INDIANA
the proceeds, of which, are to remain the absolute property of said City, if
BIDDER
shall not within days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.
NOTE 2:
Use this form, if Bidder's Bond accompanies bids.
Enclosed berevith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid berein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:
That if the Board of Public Works and Safety shall award
Scheidleman Excavating, Inc.
the contract for said work, and if Scheidleman Excavating, Inc.
shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, be/she/it is notified of the acceptance of his/ber/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

be Bidder, by its Officers and	
worn on their oaths, say that irectly or indirectly, enteredidder, or with any public off such affiant or affiants or eitidder or public officer any suidder or public officer anyther either of them has not directly agreement with any other bit estroy free competition in the tracked bids, that no inducem prears upon the face of the both of any person, whomsoever to if the contract, nor has this thatsoever, with any person who	ent at the time of filing this bid, being duly neither they nor any of them have in any way, id into any arrangement or agreement with any other licer of such City of Fort Wayne, Indiana, whereby there of them, has paid or is to pay to uch other time of money, or has given or is to give such ling of value whatever, or such affiant or affiants ectly or indirectly, entered into any arrangement deer or bidders, which tends to or does lessen or be letting of the contract sought for by the lent of any form or character other than that which bid will be suggested, offered, paid or delivered influence the acceptance of the said bid or awarding bidder any agreement or understanding of any kind homsoever to pay, deliver to, or share with any other any of the proceeds of the contract sought by this here
erson in any way or manuer, a	Scheidleman, Excavating, Inc.
	Scherdienan, Excavating, Inc.
	Ву:
	- Shippelle
	John D. Scheidieman, President
Subscribed and sport to before	
this 29th day of Oc	tober , 1986 .
	MA Private
My Commission Expires:	M Cawl Cice
12/07/00	M. Carol Cicero
10/27/88	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, IN
10/27/88	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before thisdsy of	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before thisdsy of	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before thisdsy of	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In the me by NOTARY PUBLIC Resident of Allen County, In
10/27/88 Subscribed and sworn to before thisday of	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In NOTARY PUBLIC Resident of County, I
10/27/88 Subscribed and sworn to before thisday of	M. Carol Cicero NOTARY PUBLIC Resident of Allen County, In NOTARY PUBLIC Resident of County, I

NOTARY PUBLIC

Resident of ______ County, IN

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

* ,	Rame	
-	Position	, of Scheidleman Excavating, Inc.
	rosition	Company
मह प्रम	EBY CERTIFY:	
1.		said Company, dated the 30th day of
	September , 19 85	, now on file in the office of the Board
		ort Wayne, Indiana, which Pinancial Statem
	•	ein and made a part bereof, is a true and
		reflects the financial condition of said
	Company, as of the date hereof;	
2.	That I am familiar with the book	s of said Company, showing its financial
		ake this Certificate on its behalf.
	1	-
	42 422 424	7/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1
DAT	ED: 10/29/86	College In M
		Scheidleman,
		President
		Title
		Notary Public, in and for said County and
Sta	te, this 29th day of October	er , 19 <u>86</u> .
		M. Carollicero
		NOTARY PUBLIC M. Carol Cicero
		A Resident of Allen County,
V		
пÀ	Commission Expires:	
	10/27/88	

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Scheidleman Excavating, Inc.
, does hereby make the following representations
to the City of Fort Wayne, Indiana.
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;
WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.
The undersigned states, on behalf of Scheidleman
Excavating, Inc. , that Scheidleman Excavating, Inc.
does not support or endorse the policy of apartheid in South Africa.
IN WITNESS WEEREOF, this Certification has been signed
this 29th day of October , 15 86.
Scheidleman Excavating, Inc.
(Name of Bidder/Vendor)
John D Scheidleman, President
(Name and Title of Person Signing)
The life of respon Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date:	October	29 ,19 ⁸⁶	S	cheidleman Excavating, Inc.
		,		(Name of Bidder)
				ohn D. Scheidłémán President
Official	Address	(including ZI	(P code) :	6117 Stoney Creek Drive
				Fort Wayne, Indiana 46825

It is the policy of Scheidleman Excavating, Inc. that equal (Company) employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

In support of this policy Scheidleman Excavating, Incwill not (Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The Scheidleman Excavating, Inc. will take affirmative action (Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Scheidleman Excavating, Inc.

(Name of Company)

(Signature of Company Official)
John D. Scheidleman, President

1-/29/86

(Date)



KNOW ALL MEN BY THESE P	RESENTS,	Bond no	TPI611060- GPA1535	81
That we Scheidleman	Exeavating, Inc.		Graioso	
6117 Stoney	Creek Drive, Ft. W	Wayne, IN 46825		
as Principal, and the Transam	erica Premier Insurance Comp	any, a corporation under	the laws of the Stat	te of California, as
Surety, are held and firmly boun	dunto City of Fort W	layne, IN		
Fort Wayne, Indian	ia		(hereinafter	called the obligee)
	en percent of accompoid not to exceed \$1 of the United States, when the United States, where the United States, where the United States, where the United States, where the United States, which is the United States, where the United States is the United States and the United States are the United States and the United States and the United States are		odministratora avec	
		we billy outseives, our fields,	administrators, exect	utors or successors,
jointly and severally, firmly by t	nese presents.			
WHEREAS, the said PRIN	CIPAL has submitted the accompa	nnying bid for <u>Kirkwood</u>	Park-phase	II 86-06
		× ×	4.	
NOW THEREFORE if and	id contract he assessed to the Dri			
	id contract be awarded to the Pri			
enter into the contract in writing	g, and give bond, with surety acce	eptable to the Obligee for th	e faithful performan	ce of the said con-
tract, then this obligation shall b	pe void; otherwise to remain in fu	Il force and effect. Provided	l, however, that if sa	id contract is not
awarded within 60 days of the da	te of bid opening, this bond shall b	ne void and of no force and a	ffort	
				0.6
Signed and Sealed this	twenty-ninth	day of	ctober	, 19 <u>86</u>
		Scheidleman 5	xcavating.	Inc.
		By:	Principal	X
		John B. Sche	idleman, Presi	dent
		Transamerica F	Premier Insurance (Gompany
		By_ PALL	A Mand	till
			Attorney-in-fact	
		Mark D. Su	ndstrand	

Secretary

8-84



GPA 1535
Power of Attorney valid only if numbered in red.

ATTACHED TO BOND NO. TPI611060-81

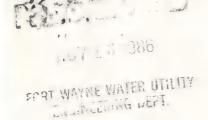
30024

General Power of Attorney

of Kalamazoo and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in CONTRACT BONDS (S.B.A. Guarantee Agreement) - M. OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000 ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00 "THIS POWER OF ATTORNEY SHALL TO SEE THE PROPERTY OF ACTED RESERVED.	AXIMUM PENALTY \$500,000.00
contract Bonds (s.B.A. Guarantee Agreement) - M. OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000 ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00 "THIS POWER OF ATTORNEY SHALL T	n its name, place and stead, to execute, acknowledge and delive
CONTRACT BONDS (S.B.A. Guarantee Agreement) - M. OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000 ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00 "THIS POWER OF ATTORNEY SHALL TO	AXIMUM PENALTY \$500,000.00
"THIS POWER OF ATTORNEY SHALL T	
OF NO FURTHER EFFECT AFTER DEC	
and to bind the Company thereby as fully and to the same extent as if such bonds of Company and duly attested by its Secretary, hereby ratifying and confirming a appointment is made under and by authority of the following resolution adopted Company, at a meeting held on the 12th day of June, 1984.	Il that the said Attorney(s)-in-Fact may do in the premises. Sain
'Be It Resolved, that the President, any Vice-President, any Secretary or any Ass authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to re following provisions:	
'Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authori acknowledge and deliver, any and all bonds, recognizances, contracts, agreen obligatory undertakings and any and all notices and documents canceling or terming on executed by any such Attorney-in-Fact shall be binding upon the Company as it Secretary."	ments of indemnity, consents of surety and other conditional on nating the Company's liability thereunder, and any such instrument
n Witness Whereof, Transamerica Premier Insurance Company has caused the	se presents to be signed by itsPresident
State of California ss.:	HANSAMERICA PREMIER INSURANCE COMPANY
20+h:	1005
Joan M. Wynn	in the year <u>1985</u> , before m, a notary public, personally appeare
Jack M. Trapp executed the within instrument as President	, personally known to me to be the person wh
acknowledged to me that the corporation executed its	of behalf of the corporation therein named an
OFFICIAL SEAL JOAN M. WYNN NOTARY PURIC: CALIFORNIA PRINCIPAL OFFICE IN ORANGE COUNTY	foak h week
, the undersigned Secretary of Transamerica Premier Insurance Company hereby on the Original Power of Attorney issued by said Company, and do hereby further	
And I do hereby further certify that the Certification of this Power of Attorney is following resolution adopted by the Board of Directors of the Transamerica Premis of June, 1984, and that said resolution has not been amended or repealed:	signed and sealed by facsimile under and by the authority of th
'Resolved, that the signature of the Secretary or any Assistant Secretary of this Cacsimile to any certificate to a Power of Attorney of this Corporation, and that supon this Corporation.''	
SIVEN under my hand and the seal of said Company, this twenty-nir	nth day of October
86	
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			. 7500±1.F.	25tlF.	. 550 LF.	175tlF	SEA.	SEA.	EA.	IEA.	I EA.	3E4.	4 EA.	3175tl.F.	MOUANTITY	COMPLETION	E.E.O. STATE	FINANCIAL		BIDDER'S B	CONTRACTO
TOTAL BID			GRASS AREA KESTORATION	ASPHALT DRIVE KESTORATION	CONCRETE DEIVE RESTORATION	CONCRETE STEET LESTOPATION	G" LONG PATTERN SOLID SLEEVES	TYPE TIT F.H. & ASSEMBLIES	C" X 11/4° ELL (CRESTEAINED)	Co" x 721/2° ELL (RESTRAINED)	(6" × 90° ELL (KESTEAINED)	G"XG" M.J. TEES (RESTERNINED)	Co Values W/Boxes	CL SO DI WATER MAIN	DESCRIPTION	N TIME	ATE	H.	JSION AFFIDAVIT	BOND	THAT INCH THAT I HAVE I
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TPI 498342 GPA 1580



CITY OF FORT WAYNE, INDIANA IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Scheidleman Excavating, Inc.
(Contractor or Developer) as Principal, and the Transamerica Premier Ins. Co.
(Insurance Company), a corporation organized under the laws of the State of
California (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$68,217.50
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by those present. The condition of
the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Kirkwood Park, Phase II Contract #86-06; and (Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

- That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- 2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
- 3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

M. Cawl acin

asst Secretary

Scheidleman Excavating, Inc.

(Contractor or Developer)

BY. John D. Sche We eman

President

(Title)

Transamerica Premier Ins. Co.

(Insurance Company) Surety

*RY:

Authorized Agent

Mark D. Sundstrand Attorney-in-Fact

*If signed by an agent, power of attorney must be attached

STATE OF MICHIGAN
SS:
COUNTY OF KALAMAZOO

BEFORE ME, a Notary Public, in an	nd for said State, personally appeared
MARK SUNDSTRAND	, ATTORNEY-IN-FACT
(name)	(title)
and	,
(name)	(title)
of TRANSAMERICA PREMIER I	NSURANCE COMPANY and
	(company)
Attorney in Fact, for said TRA	NSAMERICA PREMIER INSURANCE COMPANY
as surety, with both of whom I am	personally acquainted, and acknowledged that
they subscribed their signatures	to the above and foregoing bond, in their
respective official capacities of	aforesaid.
SUBSCRIBED TO, before me, a Notar	ry Public, this 10TH day of NOVEMBER
19 86 .	
	Kristy tinney
	Notary Public
	Resident of KALAMAZOO County,
My Commission Expires:	White states and the state of t
	The state of the s
6/19/90	

SORT WAYNE WATER UTILITY

1:07 1 3 1986



1580

GPA Power of Attorney valid only if numbered in red.

General Power of Attorney

State of California, and having its administrative office in Irvine, Orange County, California, appoint	, mano, constitute and
MARK D. SUNDSTRAND	
-f Valamazoo	
of <u>Kalamazoo</u> and St and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place	ate of <u>Michigan</u> its true and stead, to execute, acknowledge and delive
CONTRACT BONDS (S.B.A. Guarantee Agreement) - MAXIMUM PENA	LTY \$500,000.00
OTHER CONTRACT BONDS - MAXIMUM PENALTY \$100,000.00 ALL OTHER BONDS - MAXIMUM PENALTY \$10,000.00	
"THIS POWER OF ATTORNEY SHALL TERMINATE AN	D BF
OF NO FURTHER EFFECT AFTER DECEMBER 31, 1	986"
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said As appointment is made under and by authority of the following resolution adopted by the Board of Company, at a meeting held on the 12th day of June, 1984.	ttorney(s)-in-Fact may do in the premises. Said
"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary sauthority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act following provisions:	shall be and is hereby vested with full power and for and on behalf of the Company subject to the
"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the na acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnit obligatory undertakings and any and all notices and documents canceling or terminating the Compan so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the Pre Secretary."	ty, consents of surety and other conditional or
In Witness Whereof, Transamerica Premier Insurance Company has caused these presents to be	
August , A.D., 19 85 and its corporate seal to be TRANSAMERICA PR	hereto affixed this 20th day of
TRANSAMERICA DE	PENALED INICIADANCE CONADANIA
THAINSAIVIERILA PR	REMIER INSURANCE COMPANY
By By	while house
W INCORPORATED PA	1
State of California ss.:	
County of Orange) CALIFORNIA	
On this 20th day of August	, in the year1985, before me
Joan M. Wynn	, a notary public, personally appeared
Jack M. Trapp executed the within instrument as President	personally known to me to be the person who
acknowledged to me that the corporation executed it	on behalf of the corporation therein named and
OFFICIAL SEAL JOAN M. WYNN	
NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN ORANGE COUNTY	ak h. Wyk
MY COMMISSION EXPIRES SEP. 18, 1987	Notary Public
, the undersigned Secretary of Transamerica Premier Insurance Company hereby certify that the abo the Original Power of Attorney issued by said Company, and do hereby further certify that the sa	ve and foregoing is a full, true and correct copy o iid Power of Attorney is still in force and effect
And I do hereby further certify that the Certification of this Power of Attorney is signed and seale following resolution adopted by the Board of Directors of the Transamerica Premier Insurance Comparts of June, 1984, and that said resolution has not been amended or repealed:	d by facsimile under and by the authority of the any at a meeting duly called and held on the 12th
"Resolved, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimupon this Corporation."	
GIVEN under my hand and the seal of said Company, this tenth	day ofNovember
19.86	160/17
	TO THE WORLD .
THIS POWER OF ATTORNEY EFFECTIVE ONLY IF	Officempe
ATTACHED TO BOND NO. TPI 498342	27/1/1/12
	Secretary

30024

Secretary

Admn. Appr. Water Contract 86-06 - Kirkwood Park, Phase II, Scheidleman Excavating, Contractor DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety Water Contract No. 86-06, Kirkwood Park, Phase II, is SYNOPSIS OF ORDINANCE for the furnishing of all labor, equipment, tools, power, transporation, miscellaneous equipment, etc., necessary to install 3,125+ T.F. of 6" CL. 50 Ductile Iron Water Main pipe as follows: On Springfield Avenue from Crescent Avenue to Rolston Street. On Kirkland Avenue from Springfield AVenue to Kirkwood Drive. On Merivale Street, from Springfield Avenue to Rolston, all located in Kirkwood Park Addition. Scheidleman Excavating Excavating, Inc. is the contractor. Improved water conditions at above location. EFFECT OF PASSAGE EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$68,217.50

ASSIGNED TO COMMITTEE

	OF THE COMMITTEE ONCI	TY UTILITIES
WE, YOUR COMMITTEE ON	CITY UTILITIES	TO WHOM W
REFERRED AN (ORDINANC	E) (RESOLUTION) approv	
	wood Park, Phase II, betwee	
	and the City of Fort Wayne	
connection with th	ne Board of Public Works ar	d Safety
	CE) (RESOLUTION) UNDER CO	
EAVE TO REPORT BACK TO	CE) (RESOLUTION) UNDER CO	
EAVE TO REPORT BACK TO		
RESOXXMXXXXXXX		SAID (ORDINANCE)
RESOXXMXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	PAUL M. BURNS — CHAIRMAN — THOMAS C. HENRY	SAID (ORDINANCE)
RESOMMENTAL PROPERTY BACK TO	PAUL M. BURNS — CHAIRMAN	SAID (ORDINANCE)
RESOXXMXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	PAUL M. BURNS CHAIRMAN THOMAS C. HENRY VICE CHAIRMAN	SAID (ORDINANCE)
RESOLUTION REPORT BACK TO	PAUL M. BURNS CHAIRMAN THOMAS C. HENRY VICE CHAIRMAN BEN A. EISBART	SAID (ORDINANCE)